Dane County Contract Cover Sheet

Revised 07/2023

Res 221

Dept./Division	LWRD / Admin		
Vendor Name	DMK Farms, LLC	MUNIS #	25248
Brief Contract Title/Description	This is 4 year crop lease for 74.7 acres at Walking Iron County Park in the Town of Mazomanie.		
Contract Term	1/1/2024 - 12/31/2027		
Contract Amount	$33,972.50		

Contract # Admin will assign	15247
Type of Contract	
☐	Dane County Contract
☐	Intergovernmental
☐	County Lessee
■	County Lessor
☐	Purchase of Property
☐	Property Sale
☐	Grant
☐	Other

Department Contact Information		Vendor Contact Information	
Name	Sharene Smith	Name	Don Kaltenberg
Phone #	608-224-3761	Phone #	608-316-5605
Email	smith.sharene@countyofdane.com	Email	donkaltenberg@icloud.com
Purchasing Officer	Megan Rogan		

Purchasing Authority			
☐	**$12,000 or under – Best Judgment** (1 quote required)		
☐	**Between $12,000 – $43,000 ($0 – $25,000 Public Works)** (3 quotes required)		
☐	**Over $43,000 ($25,000 Public Works)** (Formal RFB/RFP required)	RFB/RFP #	
☐	**Bid Waiver – $43,000 or under** ($25,000 or under Public Works)		
☐	**Bid Waiver – Over $43,000** (N/A to Public Works)		
■	**N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other**		

MUNIS Req.					
	Req #	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	

Budget Amendment

☐ A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds $100,000			
	☐ Contract does not exceed $100,000		
	☐ Contract exceeds $100,000 – resolution required.	Res #	221
	☐ A copy of the Resolution is attached to the contract cover sheet.	Year	2023

CONTRACT MODIFICATIONS – Standard Terms and Conditions

☐ No modifications. ☐ Modifications and reviewed by: ■ Non-standard Contract

APPROVAL	APPROVAL – Contracts Exceeding $100,000	
Dept. Head / Authorized Designee	Director of Administration	Corporation Counsel
Smith, Sharene Digitally signed by Smith, Sharene Date: 2023.11.08 09:52:37 -06'00'		

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached

DOA:	Date In: 11/8/23	Date Out: _____	☒ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, November 8, 2023 1:55 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15247
Attachments: 15247.pdf

Tracking:

Recipient	Read	Response
Hicklin, Charles	Read: 11/8/2023 2:50 PM	Approve: 11/8/2023 2:50 PM
Rogan, Megan	Read: 11/8/2023 1:59 PM	Approve: 11/8/2023 2:00 PM
Gault, David	Read: 11/9/2023 9:06 AM	Approve: 11/9/2023 9:06 AM
Lowndes, Daniel	Read: 11/9/2023 2:00 PM	Approve: 11/9/2023 2:01 PM
Stavn, Stephanie	Read: 11/8/2023 3:00 PM	
Oby, Joe	Deleted: 11/9/2023 8:23 AM	

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15247
Department: Land & Water Resources
Vendor: DMK Farms LLC
Contract Description: 4 yr Crop Lease at Walking Iron County Park (Res 221)
Contract Term: 1/1/24 – 12/31/27
Contract Amount: $33,972.50

Thanks much,
Michelle

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

2023 RES-221

APPROVAL OF 2024 CROP LEASES ON COUNTY LAND

Dane County leases land for cropping as an interim management tool. These new leases require Lessees to cease use of neonicotinoid treated seed or other neonicotinoid pesticides by 2025.

Following is a lease for 2 years, January 1, 2024 – December 31, 2025
Blooming Grove Drumlins Natural Resource Area
Sections 1 and 12, City of Madison, 27 acres
- Lease with existing Lessee to continue cropping land off CTH BB
- Rent is $4,171.50 per year for 2 years
- Lessee: Keaton Uphoff

Following are leases for 4 years, January 1, 2024 – December 31, 2027
CamRock County Park
Section 12, Village of Cambridge, 30.8 acres
- Lease with existing Lessee to continue cropping northern portion of park until planned prairie conversion after 2027 harvest.
- Rent is $3,911.60 per year for 4 years;
- Lessee: Scott Income Trust

Indian Lake County Park
Section 11, Town of Berry, 38.5 acres
- New lease with existing Lessee that was cropping the land when it was purchased in 2021.
- Rent is $5,652.00 per year for 4 years;
- Lessee: Kevin Statz

Phil's Woods Natural Resource Area
Section 30, Town of Roxbury, 11.7 acres
- Lease with existing Lessee to continue cropping field with limited access.
- Rent is $936.00 per year for 4 years.
- Lessee: Robert Ziegler

Walking Iron County Park
Section 8, Town of Mazomanie, 74.7 acres
- Lease with existing Lessee to continue cropping as Black Earth Creek stream restoration takes place. Several fields will be used for spoils storage during the restoration project and will not be cropped in 2024 but shall return to production in 2025.
- Rent shall be adjusted to $5,511.80 for 2024 and increased to $9,486.90 per year for years 2025, 2026 and 2027.
- Lessee: DMK Farms, LLC

Following is a Lease for 5 years, January 1, 2024 – December 31, 2028
Sugar River Wildlife Area
Sections 32 and 33, Town of Verona and Section 5, Town of Montrose, 465.4 acres
- New Lease with new Lessee to crop land recently acquired in September 2023. Lessee shall maintain grassed waterways and assist with maintenance of field road.
- Rent shall be $81,445 per year for 5 years.

- Lessee: Tyler Duerst

Yahara Heights County Park

Section 23, Town of Westport, 40 acres

- Lease with existing Lessee to continue cropping with a transition from row crops to continuous hay. Lessee shall maintain grassed waterways.
- Rent shall be $13,100 per year for 5 years.
- Lessee: White Gold Dairy, LLC

Following is a lease for 6 years, January 1, 2024 – December 31, 2029

Indian Lake County Park

Section 12, Town of Berry, 62.8 acres

- New lease with existing Lessee that was cropping the land when it was purchased in 2021. Lease includes introduction of prairie strips which shall be maintained by Lessee. This is a new practice on county owned croplands.
- Rent is $11,869.20 per year for 6 years.
- Lessee: Jeffrey Maier

Revenue from the above described leases is included in the 2024 Budget.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Board of Supervisors and the Dane County Executive and County Clerk are hereby authorized to execute the lease contracts set forth above;

BE IT FURTHER RESOLVED that the Dane County Land & Water Resources Department Director and the Real Estate Coordinator are authorized to act as the County's representative in administering the leases.

LEASE

THIS LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and DMK Farms LLC ("LESSEE").

WITNESSETH

WHEREAS LESSOR is the owner of certain real property known as Walking Iron County Park and partially described as follows:

> Part of the NE1/4 of the NE1/4 of Section 7 and the NW1/4 and the NE1/4 of the SW1/4 and part of the W1/2 of the SE1/4 of Section 8, Township 8N, Range 6E, Town of Mazomanie, Dane County, Wisconsin;

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 74.7 acres of the above-described land (said 74.7 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached map on Exhibit A;

THEREFORE, in consideration of the above conditions and the mutual covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree as follows:

Section 1. TERM. LESSOR does hereby demise and lease the premises to LESSEE for a term of four (4) years, commencing as of the first day of January, 2024 and ending on the 31st day of December, 2027. LESSOR or LESSEE may terminate the lease without penalty at the end of any crop year.

Section 2. PUBLIC ACCESS TO PREMISES. LESSOR may provide public access to all or a portion of the premises. Public access may include, without limitation, recreational use, areas for the parking of vehicles, trails for pedestrian ingress and egress, and fencing and gating of such areas and trails. To the extent such access prevents or substantially interferes with LESSEE'S use of a portion of the premises for agricultural purposes, LESSOR shall reduce the number of acres under the lease, and the rent shall be reduced accordingly.

Section 3. INTENDED USE AND PROVISIONS. The intended uses and sole permitted uses of the premises by the LESSEE are as agricultural cropland, hay land, establishment of native vegetation and wildlife species habitat in order to protect land from over-growing in undesirable weeds and preparing the land for prairie restoration.

Section 4. LESSEE OBLIGATIONS. Throughout the term of this lease, LESSEE shall crop, operate, and maintain the premises according to and in compliance with Chapter 49 of the Dane County Code of Ordinances and the conditions of this lease. LESSEE shall confer with Dane County Land & Water Resources Land Conservation (LWRD) on all compliance issues.

A. Nutrient Management
    1. LESSEE shall submit to LWRD annually by June 1st of each year, a Nutrient Management Plan (NMP) developed in accordance with the USDA Natural Resource Conservation Service (NRCS) 590 Nutrient Management conservation practice standards and specifications.
        a. NMP shall be submitted electronically using the current version of SnapPlus, Wisconsin's nutrient management planning software.
            i. Soil sample results shall be included with the NMP.

b. All leased acres shall be managed to not exceed tolerable soil loss ("T") as documented in the NMP.
c. All leased acres shall be managed to not exceed the phosphorus index (PI) as documented in the NMP.

2. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.

3. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in a NMP. Manure applications may be re-evaluated upon receipt of soil samples and a NMP. Manure shall not be stacked or stored on leased acres. Application of manure on saturated soils, snow covered or frozen ground is prohibited.

B. LESSEE shall follow no till standards in accordance with USDA-NRCS 329 Residue and Tillage Management, No Till conservation practice standard, unless specifically reviewed and approved by LWRD. No Till conservation practice standards include but are not limited to:
   1. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
   2. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
   3. Maintain crop residue standing during the winter period to trap snow.
   4. Intensive grazing and removal of crop residue by baling is not allowed.
   5. Residue is not allowed to be shredded after harvest.

C. LESSEE shall cease use of neonicotinoid treated seed or other neonicotinoid pesticides on the premises by 2025.
   1. Seed labels must be submitted to LWRD prior to planting each year.

D. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP:
   1. Fields 10, 11, 13, 15, 16, 18, 19, 21 and 23: Corn and bean rotation
   2. Fields 953, 955, 956, 957, 958 and 965: Maintained as grass which can be mowed or harvested at least annually but not prior to August 1 of any year.
   3. Fields 21. 23. 957, 958 and 965 shall be taken out of production for the 2024 growing season. Rent shall be adjusted accordingly.

E. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit A. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.

F. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.

G. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.

H. LESSEE shall confer with LWRD on land management issues or changes in land practices.

I. LESSEE shall cut, spray or otherwise control Canada thistles before they go to seed and cut or control weeds in lots and along roadsides whenever necessary to prevent reseeding.

J. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.

K. LESSEE shall not store automobiles, trucks, tractors, or bulk fuel on the leased premises or otherwise violate restrictions of LESSOR's insurance contract or local ordinances.

L. LESSEE agrees to provide the following additional services at the premises for public recreation or land management: None.

Section 5. SECURITY OF PREMISES. LESSEE shall be solely responsible for security for the premises and shall indemnify, defend and hold harmless LESSOR from any and all damages, losses and expenses LESSOR may suffer as a result of any litigation or claim for injuries suffered by any person or persons occurring as a result of alleged lack of security for the premises.

Section 6. NO MUTUAL INDEMNIFICATION. Each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions, including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives.

Section 7. RENTAL PAYMENTS. In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent the following:

> 2024: $127.00 per acre for 43.4 acres totaling $5,511.80 annually. Payments in equal installments of $2,755.90 are due and payable on the first day of March and the first day of June commencing March 1, 2024.
>
> 2025-2027: $127.00 per acre for 74.7 acres, totaling $9,486.90 annually. Payments in equal installments of $4,743.45 are due and payable on the first day of March and the first day of June commencing March 1, 2025 and continuing for the duration of the lease.

Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 5201 Fen Oak Drive, #208 Madison, WI 53718. Time is of the essence with respect to rental payments. Failure to make timely rental payments may result in termination of the lease and may also impact LESSEE's ability to secure future leases

Section 8. ADJUSTMENTS. There shall be no rental rate adjustments during the term of the lease. LESSOR reserves the right to remove lands from the lease in order to restore lands to prairie and may reduce the number of acres under the lease with notice to LESSEE by the end of November for the next crop season. Acreage adjustments also may be made upon mutual agreement between LESSEE and LESSOR.

Section 9. NOTICES. All payments and notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Leases, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to DMK LLC, 5467 Easy Street, Waunakee, WI 53597.

Section 10. NO SUBLET, ASSIGNMENT, RENEWAL. There shall be no sublet, assignment or automatic renewal of this lease unless in writing, consented to by LESSOR.

Section 11. CONDITION OF PREMISES. LESSEE has inspected the premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the premises in their present condition and to deliver the same in as good a condition at the termination of this lease. In its use of the premises, LESSEE shall follow practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures and shall refrain from any operation that will injure them.

Section 12. USE OF PREMISES, TERMINATION. LESSEE shall not perform any acts or carry on any practices which may injure the premises or be a nuisance or menace to neighboring property. LESSEE shall comply with all laws, statutes, ordinances, rules and regulations of any agency of government having authority or jurisdiction over the premises.

If LESSEE shall fail to fulfill in timely and proper manner his obligations under this agreement, including timely payment of rent, LESSOR shall have the right to terminate this agreement as described below.

Violation of any provision of this section shall constitute grounds for termination of this lease by LESSOR on thirty (30) days' advance written notice containing the reasons for the termination. In the event of cancellation, rent already paid shall be returned to LESSEE on a prorated basis. LESSOR or LESSEE may terminate this lease without penalty at the end of any crop year.

Section 13. END OF TERM SURRENDER OF PREMISES. LESSEE shall peaceably surrender the premises at the end of the term of this lease and shall pay reasonable attorney fees for LESSOR in default of such obligation.

Section 14. EXCLUDED ACREAGE. Adjoining lands of LESSOR are not included in this lease.

Section 15. INSURANCE. LESSEE shall at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance and automobile liability insurance in the amounts of at least $500,000. LESSEE shall also insure or otherwise protect itself against losses by fire, theft, or other cause of any personal property of LESSEE, its agents, employees or officers which is located on the demised premises. As evidence of this coverage, LESSEE shall furnish to LESSOR a certificate of insurance naming LESSOR as an additional insured.

Section 16. LESSOR'S AUTHORIZED AGENT. All written authorizations on the part of LESSOR necessitated by this agreement or requested by LESSEE shall be made only by the Director or Deputy Director, Dane County Land & Water Resources Department, 5201 Fen Oak Drive, Madison, WI 53718.

Section 17. NONDISCRIMINATION. During the term of this lease, LESSOR and LESSEE agree, in accordance with Chapter 19 of the Dane County Code of Ordinances, not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a tenant or applicant for tenancy, a customer, an employee or an applicant for employment. Such equal opportunity shall include but not be limited to the following: renting, leasing, employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable by state or federal law.

Section 18. EQUAL OPPORTUNITY EMPLOYER AND LANDLORD. LESSOR and LESSEE shall, in all solicitations for employment or tenancy placed on either's behalf, state that

LESSOR or LESSEE is an "Equal Opportunity Employer" and complies with the Federal Fair Housing Act of 1968.

Section 19. AFFIRMATIVE ACTION. Contracts estimated to be Ten Thousand Dollars ($10,000) or more require the submission of a written affirmative action plan. Within fifteen (15) days after the award of the contract, the plan shall be submitted for approval to LESSEE. Landlords with an annual work force of fewer than ten (10) employees are exempted from this requirement.

Section 20. SIGNS NOT PERMITTED. Except in designated areas, LESSEE shall not post signs or erect any signs of any kind upon the premises without the prior written consent of LESSOR.

Section 21. TITLES FOR CONVENIENCE ONLY. The various headings and titles used as section headings herein are for convenience and ease of reference only and shall have no substantive effect whatsoever on the agreement of the parties.

Section 22. COPIES VALID. This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

IN WITNESS THEREOF, LESSOR, by its authorized agent, and LESSEE have set their hands and seals as of the day and date on which both parties have caused this agreement to be executed.

Dated this 6 day of NOV, 2023.

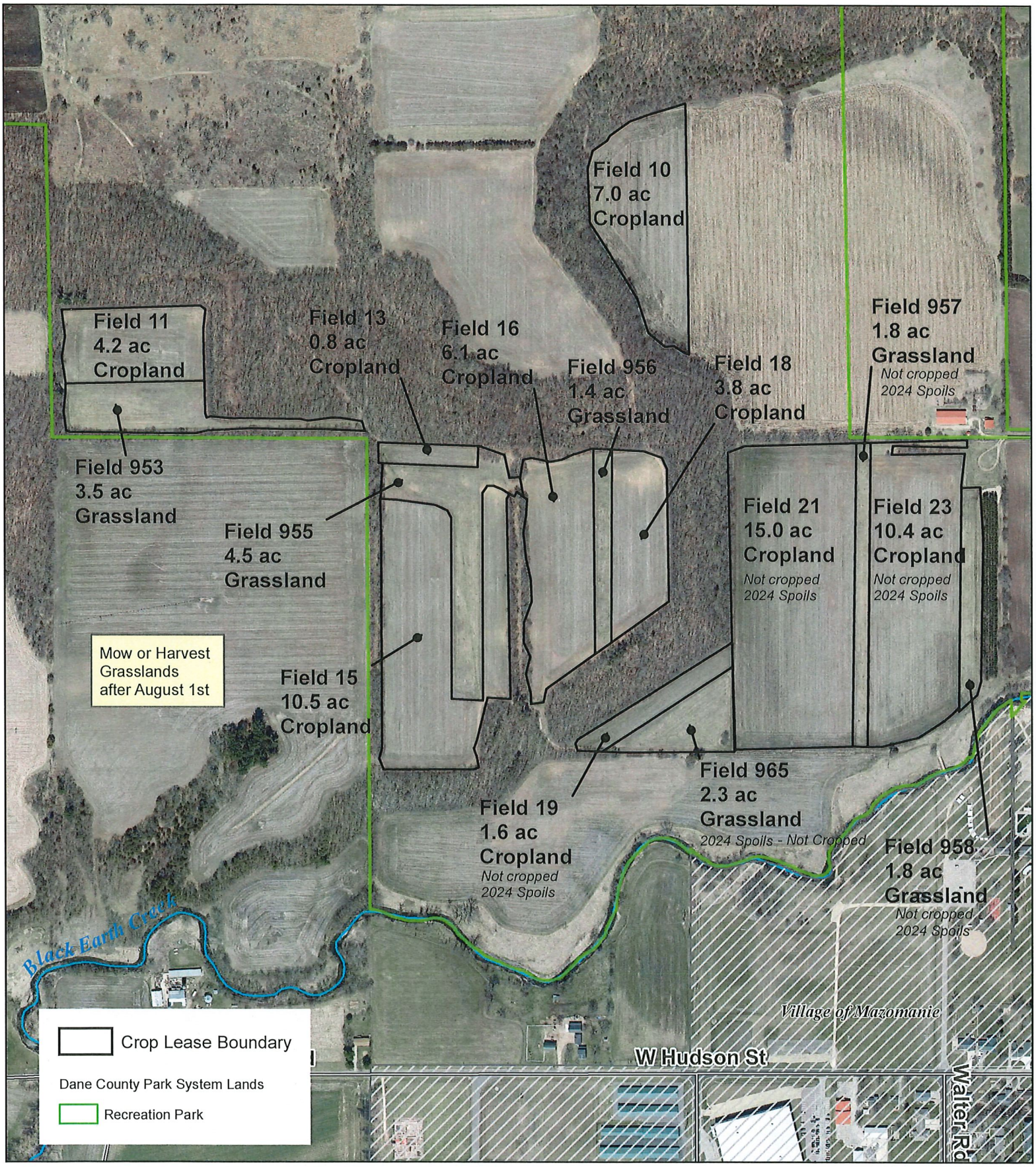
LESSEE	LESSOR
BY: _____	BY: _____
Don Kaltenberg Member, DMK Farms LLC	Joseph T. Parisi COUNTY EXECUTIVE
BY: _____	BY: _____
	Scott McDonell COUNTY CLERK

Exhibit A, Dane County Lease Map

Property: Walking Iron County Park
Owner: Dane County
Lessee: DMK, LLC

Town: Mazomanie
Township/Range/Section:
T08N R06E s. 8

9/18/2023



Digital orthophoto 2022
Dane County Land & Water Resources Department